

## WEBSITE TERMS OF USE

These Website Terms of Use (the "Terms of Use" or "Agreement") governs your use of the websites and mobile applications owned and operated by Regal Ware, Inc., and its affiliates, subsidiaries, divisions and brands (collectively, "Regal Ware").

Regal Ware reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Regal Ware grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Websites (as defined below).

By using a Website, you agree to follow these Terms of Use. When these Terms of Use refer to "use" of a Website, the term "use" is intended to be broadly construed to include any direct or indirect access to or use of the Websites.

### **1. What Websites Does This Agreement Apply To?**

This Agreement applies to websites owned and controlled by Regal Ware, including but not limited to, [www.1919cookware.com](http://www.1919cookware.com), [www.ameriankitchencookware.com](http://www.ameriankitchencookware.com), [www.espro.ca](http://www.espro.ca), [www.kitchenfair.com.mx](http://www.kitchenfair.com.mx), [www.lifetimecookware.com](http://www.lifetimecookware.com), [www.royalqueencookware.com](http://www.royalqueencookware.com), [www.regalware.com](http://www.regalware.com), [www.saladmaster.com](http://www.saladmaster.com), [www.westbendcookware.com](http://www.westbendcookware.com) and related mobile applications (collectively, the "Website"). This Agreement does not apply to any website owned or operated by any third party, even if such third party website links to a Website or if a Website contains links to a third party website.

### **2. Purchases and Returns**

All purchases made on or through a Website shall be subject to that particular Website's Terms of Sale and Return Policy, which may differ from Website to Website.

### **3. Privacy**

Any personal information provided to Regal Ware by you or collected by Regal Ware through the use of a Website will be maintained in accordance with Regal Ware's Privacy Policy.

### **4. Modifications to Websites, Products and Services**

Regal Ware reserves the right to modify in whole or in part, or temporarily or permanently discontinue, any Website or any products, services or content contained on a Website for any reason and at any time and without notice.

### **5. Links to Other Websites**

The Websites include links to and utilize tools and other functionality from other websites (collectively, "Third Party Websites"). You acknowledge that Regal Ware does not control the

Third Party Websites and is not responsible for any content, services, products or practices of the Third Party Websites. Your use of any Third Party Websites is at your own risk.

## **6. Website Availability**

Regal Ware periodically schedules system downtime for maintenance and other purposes and a Website may be unavailable due to unplanned system outages or circumstances outside of Regal Ware's control. Regal Ware shall have no liability to any user or third party whatsoever for the resulting unavailability of a Website or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, or non-delivery of information caused by such system outages.

## **7. Security**

The Websites may utilize both secure and non-secure sections and pages. Regal Ware uses commercially reasonable security protocols to protect the transmission of data submitted using the secure portions of the Websites. Before submitting any sensitive data using the Websites, be sure your web browser displays a secure web address beginning with "https://..." Although Regal Ware cannot guarantee that unauthorized third parties will never be able to defeat the security measures employed by Regal Ware, we periodically update our technology in order to improve the protection of customer information.

## **8. Ownership of Website Content**

Regal Ware, its affiliates, or third party content or service providers own all copyrights, trademarks, trade dress and other intellectual property contained on the Websites, mobile applications or contained in email correspondence you may receive through a Website (collectively, "Content"). Content includes all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content. Content is protected by trade dress, international copyright, patent and trademark laws, treaties and various other intellectual property rights and unfair competition laws around the world. All such rights are hereby expressly reserved.

**NOTHING CONTAINED IN THIS AGREEMENT GRANTS YOU ANY RIGHT OR LICENSE TO USE ANY CONTENT APART FROM YOUR ACCESS AND USE OF SUCH CONTENT ON A WEBSITE.**

## **9. Use of Content**

You are authorized only to use the content on the Websites for personal use or legitimate business purposes related to your role as a current or prospective customer, authorized supplier, or authorized distributor of Regal Ware. Use of Content pursuant to this Agreement shall not convey or transfer any intellectual property rights to you. Portions of Websites may allow you to post, pin or share Content on social media pages, such as Facebook, Pinterest, Instagram or

Twitter. Use of Content on social media pages is subject to these Terms of Use and the terms and conditions of such social media websites. If you choose to post Content on social media, you may only use or download such Content in its unmodified form for your own personal or legitimate business purposes. You agree not to alter or remove any copyright or other proprietary notices included in such materials.

Notwithstanding the above, you shall not use any Content as part of a domain name, social media account name or user group.

Regal Ware reserves the right to remove, or have removed, any Content from any third party website or social media website in Regal Ware's sole discretion. You agree to comply with or not oppose any take down request made by or on behalf of Regal Ware.

The above limited license to use Content does not apply to the use, downloading, compiling, data mining, reverse engineering or exporting of software or technical data from a Website for any reason.

## **10. Use of the Websites**

You agree to use the Websites only for lawful purposes and comply with the following:

(a) Specifically you agree not to do any of the following: (i) communicate to Regal Ware or upload to or transmit on a Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (ii) use a Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (iii) intercept or attempt to intercept electronic mail not intended for you; (iv) misrepresent an affiliation with any person or organization; (v) restrict or inhibit use of a Website by others; (vi) upload or otherwise transmit files that contain a virus or corrupted data; (vii) collect information about others (including email address) without their consent (viii) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over a Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on a Website); (ix) post "spam", transmit chain letters or engage in other similar activities; or (x) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of a Website, or which, as determined by Regal Ware, may harm Regal Ware or users of a Website or expose them to liability.

(b) Any content and/or opinions uploaded, expressed or submitted to a message board, chat room or any other publicly available section of a Website (including password-protected areas), and all articles and responses to questions, other than the content provided by Regal Ware, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of Regal Ware. You understand and acknowledge that you are responsible for whatever content you submit, and you, not Regal Ware, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to Regal Ware or to any area of a Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the

right to communicate it to Regal Ware and/or post it to a Website. You grant to Regal Ware the right to use all content you upload or otherwise transmit to Regal Ware or a Website in any manner Regal Ware chooses, including, but not limited to, copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.

(c) Regal Ware reserves the right, but does not assume any responsibility, to (i) remove any material posted on a Website which Regal Ware, in its sole discretion, deems inconsistent with the foregoing commitments, including any material Regal Ware has been notified, or has reason to believe, constitutes a copyright infringement; and (ii) terminate any user's access to all or part of a Website. However, Regal Ware can neither review all material before it is posted on the Regal Ware Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, Regal Ware assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. Regal Ware reserves the right to take any action it deems necessary to protect the personal safety of users of this Website and the public; however, Regal Ware has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

Your failure to comply with the provisions of (a) or (b) above may result in the termination of your access to the Regal Ware Website and may expose you to civil and/or criminal liability.

## **11. User Feedback and Product Reviews**

Portions of the Websites may allow users to submit product reviews. Should you post any review on a Website, you grant Regal Ware and its third party marketing and advertising partners the right to use, publish, republish, and distribute that review, or portions thereof, online, in product catalogs and other marketing and advertising materials.

Regal Ware does welcome customer feedback about Regal Products. However, You agree that: (a) your product feedback, ideas or submissions and their contents along with related intellectual property rights will automatically become the property of Regal Ware, without any compensation to you; (b) Regal Ware may use or redistribute the submissions and their contents for any purpose and in any way on an unrestricted basis; (c) there is no obligation for Regal Ware to review the submissions; and (d) there is no obligation to keep any submissions confidential.

## **12. Account and Membership Information**

Certain Websites may allow you to set up an account or subscribe to certain features or benefits, including creating a unique user name and password or providing certain personal information. By joining, subscribing or submitting information to Regal Ware through a Website, you expressly agree to (a) keep your login and password information confidential; (b) ensure that any person accessing your account is aware that the account is subject to this Agreement; (c) supervise and be responsible for any use of your account; (d) promptly change your login information if you believe that an unauthorized person has access to your login information.

Furthermore, by joining, subscribing or submitting information to Regal Ware through a Website, you expressly grant Regal Ware, its affiliate, or third party service provider the right to communicate with you via e-mail, mail, fax or telephone.

You are also responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password. Regal Ware reserves the right to suspend or cancel any user account for any other reason in its sole and absolute discretion.

### **13. Product Display**

Regal Ware has made every effort to accurately display the products featured on the Websites. However, the colors we use and the capabilities of your computer monitor will affect the colors you see on your screen. We cannot guarantee that your monitor's display of any color, texture, or merchandise details will be accurate. If for any reason you are not completely satisfied with your purchase, please see the Website's return policy.

### **14. Website Errors**

We attempt to provide the most recent, accurate, and reliable information on our Websites. However, there may be occasions when information featured on our Websites may contain typographical errors, incomplete data, inaccuracies, or items featured on the Websites that are no longer in stock. We do not warrant that the information accessible via these Websites is accurate, complete or current. Any errors are unintentional and we apologize if erroneous information is reflected in merchandise price or item availability, or in any way affects your individual order. We reserve the right to correct errors and to update product information at any time.

### **15. User Comments and Submissions**

Regal Ware welcomes user and customer comments regarding the Websites and Regal Ware products and services. However, any non-personal information you transmit to Regal Ware through a Website is not, and will not be treated as private, confidential or proprietary. We may make unrestricted use of any non-personal information you transmit to Regal Ware through a Website.

Subject to the Regal Ware Privacy Policy, should any user provide Regal Ware with any ideas, inventions, opinions, comments, suggestions, or the like regarding the content and/or operation of a Website, Regal Ware products or services (collectively "Ideas"), whether solicited or unsolicited, such Ideas shall be deemed to be non-confidential and non-proprietary and owned by Regal Ware. Regal Ware shall have no obligation of any kind to you with respect to such Ideas and Regal Ware shall be free to reproduce, use, disclose and distribute the Ideas for Regal Ware's own benefit without any obligation to you.

### **16. Warranty and Liability Disclaimers**

Regal Ware does not assume any liability for the materials, information and opinions provided on, or available through, a Website or any other Regal Ware web site (Site Content). Reliance on the Site Content is solely at your own risk. Regal Ware disclaims any liability for injury or damages resulting from the use of any Site Content.

THE WEBSITE, ALL OTHER WEBSITES, THE SITE CONTENT AND THE PRODUCTS AND SERVICES PROVIDED ON OR AVAILABLE THROUGH THIS WEBSITE OR ANY OTHER REGAL WARE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEITHER REGAL WARE NOR ANY PERSON ASSOCIATED WITH REGAL WARE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY, OR AVAILABILITY OF ANY WEBSITE. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, NEITHER REGAL WARE NOR ANYONE ASSOCIATED WITH REGAL WARE WARRANTS OR REPRESENTS THAT ANY WEBSITE, ITS CONTENT OR THE SERVICES PROVIDED ON OR THROUGH SUCH WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE WEBSITES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE WEBSITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. REGAL WARE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

## **17. LIMITATION ON DAMAGES**

IN NO EVENT WILL REGAL WARE OR ITS LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, ANY WEBSITE, ITS CONTENT, ANY SERVICES PROVIDED ON OR THROUGH SUCH WEBSITE OR ANY LINKED SITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY WEBSITE OR ITS CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY REGAL WARE AND WHETHER OR NOT REGAL WARE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

IF YOU HAVE A CLAIM AGAINST REGAL WARE THAT ARISES OUT OF THIS AGREEMENT OR IS OTHERWISE RELATED TO THE WEBSITE, THEN IN NO EVENT SHALL THE AGGREGATE LIABILITY OF REGAL WARE TO YOU BE MORE THAN THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID REGAL WARE FOR SERVICES RELATED TO THE WEBSITE OVER THE PRECEDING TWELVE (12) MONTHS; OR (B) \$100.



## **18. Indemnification**

You agree to defend, indemnify and hold harmless Regal Ware and its affiliates and subsidiaries; and their respective officers, directors, owners, agents, employees, affiliates, licensees and licensors, from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Websites in violation of any of these Terms of Use.

## **19. Governing Law and Jurisdiction**

This Agreement, and Regal Ware's operation of the Websites, shall be governed and interpreted in accordance with the laws of the United States and the State of Wisconsin without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Milwaukee County, Wisconsin or a federal court of competent jurisdiction in the Eastern District of the State of Wisconsin. You waive any objection to such jurisdiction or venue.

## **20. Governing Language**

Any translation of this Policy is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

## **21. Resolving Disputes; Arbitration**

You and Regal Ware agree that disputes related to this Agreement will be handled through arbitration, except that either you or Regal Ware may bring a lawsuit solely for injunctive relief to stop unauthorized use of a Website or any copyright, trademark or other intellectual property infringement. Prior to commencing an arbitration proceeding, we ask that you attempt to resolve any claim informally by contacting Regal Ware. If your claim is not resolved within thirty (30) days of the day you contact Regal Ware regarding your claim, you or Regal Ware may initiate a formal arbitration proceeding. The arbitration will be governed by the American Arbitration Association, which will administer the arbitration under its Commercial Arbitration Rules and its Supplementary Procedures for Consumer-Related Disputes then in effect. The arbitration will be held in Wisconsin.

You agree that any disputes will be handled on an individual basis, and no part of the arbitration or court proceeding will involve any class action, class arbitration, private attorney general action, or any other similar type of consolidation of claims. In other words, you may resolve disputes with Regal Ware on an individual basis only.

You agree that any claim that you have against Regal Ware must be brought within twelve (12) months of the date that the claim arose.

## **22. Void Where Prohibited**

Regal Ware administers and operates the Websites from its location in Kewaskum, Wisconsin USA; however, the Websites, and/or certain portions, software and/or features available through the Websites may be hosted at other locations in the United States or outside of the United States by third party service providers or cloud services. Although each Website may be accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on a Website are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Regal Ware reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access a Website from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

### **23. Termination**

Your failure to comply with these Terms of Use automatically revokes your authorization to use the Websites and terminates all rights granted to you under the Terms of Use. Your obligations to Regal Ware and its affiliates and third party service providers relating to your use of a Website or products purchased on or through a Website prior to termination shall continue after termination. Restrictions regarding the Content, disclaimers and liability limitations under the Terms of Use shall survive termination of this Agreement for any reason.

### **24. Miscellaneous**

We display these Websites and the Content solely to market and promote products and services in the United States. If any provision of these Terms of Use, or any portion thereof, is found to be unenforceable, it shall be enforced to the maximum extent permissible so as to affect the intent of the Terms of Use, and the rest of the Terms of Use shall remain in full force and effect. These Terms of Use are the entire agreement between you and Regal Ware and its affiliates and subsidiaries relating to the Websites. These Terms of Use supersede and cancel any prior written or oral agreement between you and Regal Ware and its affiliates and subsidiaries, which shall have no further force or effect.